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PUBLIC EMPLOYMENT
RELATIONS BOARD

***KOSSUTH COUNTY SECONDARY ROAD
LABOR AGREEMENT***

7-1-2007 TO 6-30-2010

***KOSSUTH COUNTY BOARD
OF SUPERVISORS***

AND

***INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 234***

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ARTICLE I - PREAMBLE

The Kossuth County Board of Supervisors as the Employer for Kossuth County, Iowa, has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the County and its residents.

It is the intention of the Agreement to set forth the entire Agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Iowa, except as controlled by this Agreement.

ARTICLE II - RECOGNITION CLAUSE

The County recognizes the International Union of Operating Engineers, Local 234 as the exclusive bargaining representative for all the employees in the Secondary Road Department, excluding supervisors, confidential employees, and other persons excluded under the Public Employment Relations Act.

ARTICLE III - MAINTENANCE OF MEMBERSHIP & DUES DEDUCTION

Section 1: A membership in the Employee Organization is not compulsory. Employees have the right to join, not to join, as they see fit. Neither the Employer nor the Employee Organization shall exert any pressure on or discriminate against any employee in regard to membership in the Employees Organization.

Section 2: The Employer agrees to deduct Union membership fees and dues in a specific dollar amount once each month from the pay of those employees who individually authorize, in writing, that such deductions be made. Authorizations delivered to the Employer thirty (30) days prior to the fifteenth day of June of each year shall become effective on the first day of the succeeding month. Newly hired employees may request dues deduction within the thirty (30) day period after the end of their probation period.

Section 3: Dues deduction moneys will be deducted from the paycheck each month, and shall be remitted, together with an itemized statement, to the International Union of Operating Engineers, Local 234..

Section 4: An employee may voluntarily cancel or revoke authorization for dues deduction upon thirty (30) days written notice to the Union and Employer.

Section 5: The Union agrees to indemnify and save harmless the Employer for damages arising out of any such action taken or not taken by the Employer in connection with funds collected under the provisions of this Article.

ARTICLE IV - MANAGEMENT RIGHTS CLAUSE

It is recognized that, except as expressly stated herein, the County shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the County in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operation and services of the County; to determine and implement the methods, means, assignments, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote and demote employees, to suspend, discipline, and discharge employees for proper cause, to relieve employees due to lack of work and other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to maintain the efficiency of governmental operations; to take such actions as may be necessary to carry out its mission; to initiate, certify, and administer its budget; and to exercise all powers and duties granted the County by law.

ARTICLE V - NO STRIKE - NO LOCKOUT

Section 1: The parties agree to faithfully abide by the applicable provisions of the Iowa Public Employment Relations Act. Neither the Union, its officers or agents, nor any of the employees covered in this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slow downs, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities, as covered in Section 12 of the Act.

Section 2: Any or all employees who violate any of the provisions of this Article may be discharged, or otherwise disciplined.

Section 3: The employer agrees to abide by Section 12 of the PER-Act, regarding the prohibition of Lockout.

Section 4: The employer reserves the right to sue in court; immediately, for civil damages resulting from violations of any provision of this No-Strike Clause.

ARTICLE VI - HOURS OF WORK AND OVERTIME

Section 1: Hours of Work:

- A. The employer shall establish and post uniform hours of work for occupational groups and shifts. Except in emergency situations, five (5) working days notice will be given to affected employees of the change in the schedule of hours to be worked.
- B. The work week shall be defined as a fixed and recurring period of one hundred sixty-eight (168) hours, consisting of seven (7) consecutive twenty-four (24) hour periods. Thus the work week may start on any day or at any hour, as long as it conforms to the parameters as set forth herein.

Except as expressly stated as to the contrary, "normal work weeks" will consist of five (5) consecutive eight (8) hour days within a one hundred sixty-eight (168) hour period consisting of seven (7) consecutive twenty-four (24) hours periods.

The employer shall have the right, in times of emergency, to adjust the daily starting and quitting times, with notice given before the shift that is affected.

- C. The regular work day shall consist of eight (8) hours.
- D. The meal period shall approximate the middle of the shift, shall be unpaid, and not more than one-half (1/2) hour in duration.
- E. Nothing herein shall be construed as a guarantee of the number of hours of work per day, or per week, or of the number of days of work per week.
- F. "Shift" shall be defined as any eight (8) hours continuous pay period occurring during the same calendar twenty-four (24) hour work day.

Section 2: Overtime is premium pay for time worked by an employee which is continuous previous to or following the employee's regular scheduled work shift.

- A. Employees covered by this Agreement shall be compensated for authorized overtime work at the rate of one and one-half (1 1/2) time for the employee's straight time hourly rate, for all approved hours worked in excess of eight (8) hours per day. For work performed on Saturdays, Sundays, and Holidays the rate of pay shall be one and one-half (1 1/2) times the straight time hourly rate.

B. Any work performed outside the designated eight (8) hours work day, must have prior approval of the immediate supervisors, as designated by the department head. Each employee performing work at time other than during the regular work day must notify the immediate supervisor at the time he/she completes the work.

C. Nothing herein shall be construed as a limitation on the employer's right to required overtime work, provided at least one (1) hours advance notice of the commencement of daily overtime, and within one (1) work day advance notice in the event of Saturday, Sunday, or holiday overtime. In the event of emergency overtime, the employer will provide as much notice as possible.

Section 3: Call Back: An employee called back to work after leaving work for the day will be paid a minimum of 1 ½ hours at the appropriate rate of pay. Call back does not apply to any hours worked immediately preceding or following the employees normal scheduled hours.

ARTICLE VII - VACATION LEAVE

Section 1. Regular full-time employees in active employment shall accrue annual vacation leave credit, prorated on pay period basis:

A. At the rate of eighty (80) hours after the first anniversary of continuous employment, provided that the employee has worked one thousand eight hundred seventy-two (1,872) hours within the previous anniversary year. No vacation may be taken during the first twelve (12) months of employment.

B. At the rate of one hundred twenty (120) hours after ten (10) years of continuous employment.

C. At the rate of one hundred sixty (160) hours after twenty (20) years of continuous employment.

D. Vacation leave shall be accumulated at the rate of 0.835 working days per month before the end of ten (10) full, continuous years of employment by the County and at the rate of 1.25 working days per month after ten (10) full, continuous years of employment and at the rate of 1.67 working days per month after twenty (20) full, continuous years of employment.

Section 2: Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purpose, may at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

Section 3: One week of accumulative vacation time may be carried over to the following year.

Section 4: Each department head shall endeavor to schedule vacation leaves with particular regard to seniority of employees, provided operating efficiency is maintained.

Section 5: In the event of the death or retirement of an employee, the amount of wages due shall include all unused, accrued vacation credit. In the event of voluntary resignation, thirty (30) days notice shall be given the employer before unused vacation allowance can be included in the amount of wages due, and such person shall remain in active employment during the thirty (30) days immediately prior to his/her severance of employment.

Section 6: In the event of discharge or a refusal to return to work when recalled from layoff, an employee shall forfeit all rights to vacation pay.

Section 7: Vacation pay shall be paid at the employee's straight time hourly rate, commensurate with his/her last pay period before vacation.

Section 8: Vacation credits will not be accrued when an employee is on layoff status.

Section 9: Employment shall be defined as active and continuous service on the job.

Section 10: All vacation shall be earned before it is allowed and must be taken in no less than one week at any time interval. However, up to one (1) week of vacation may be used in one-half (1/2) day increments with immediate supervisor approval.

Section 11: Temporary and seasonal employees shall not be granted vacation leave.

ARTICLE VIII - INSURANCE

Section 1: Group health insurance benefits are available to regular full-time employees upon application. The Employer shall pay all the individual employee premium for the group hospital, medical, major medical and life insurance with comparable coverage as now in effect with a carrier designated by the Employer.

Section 2: Dependent coverage for the health insurance defined in Section 1 above shall be available for regular full-time employees upon application. The Employer shall pay the monthly premium for dependent health coverage.

Section 3: The Employer participation in insurance coverage shall cease immediately upon termination of employment.

Section 4: The Employer will also pay the premium in full for its regular full-time employees for the following insurance benefits:

- (a) \$25,000 Term Life Insurance
- (b) \$25,000 Accidental Death and Dismemberment
- (c) Delta Dental Plan, Blocks A., B., and C.

Section 5: Dependent coverage for the dental insurance defined in Section 4(c) above shall be available for regular full time employees upon application. The employee shall pay the monthly premium for dependent dental insurance.

Section 6: The insurance plan(s) will be subject to all the terms and conditions specified by the insurance carrier(s).

ARTICLE IX - HOLIDAYS

Section 1: Regular full-time employees are eligible for the following ten (10) paid holidays:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	1 Floating Holiday*

*One floating holiday per year may be taken by regular full-time employees upon employee's request and approval of the department head.

Section 2: The regular full-time employees shall be paid at the employee's straight time hourly rate for eight (8) hours for each of the holidays set forth in this Article, provided said employee is actively employed.

Section 3: A holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on a Sunday shall be observed on the following Monday.

Section 4: When a holiday occurs during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

ARTICLE X - SICK LEAVE

Section 1: Eligibility Requirements: Regular full-time employees shall be eligible to earn sick leave.

Section 2: Sick Leave Rate of Accumulation: Sick leave shall be earned by regular employees at the rate of one (1) day per month.

Section 3: Maximum Sick Leave: The maximum accumulated days of sick leave shall be ninety (90) working days.

Section 4: Termination of work: No sick leave pay will be allowed upon termination of employment due to retirement or discharge.

Section 5: Notice of Sickness: A regular full-time employee incapacitated and unable to work shall notify his/her immediate supervisor or the County Engineer's Office promptly by telephone or other media no later than the beginning time of his/her work shift. The employee shall state the nature of the illness and expected period of absence.

Section 6: Abuse of Sick Leave: If and whenever sick leave may appear to be abused, or when an employee consistently uses his sick leave as it is accrued, the employer shall have the right in all cases to require the employee to furnish a doctor's certificate, verifying the inability to perform the duties as assigned. The employee shall bear in mind that sick leave is granted to help natural illnesses and injuries which occur and not illness brought about by the employee's unnatural health problems.

Section 7: Availability When Sick: Employees being paid on sick leave are expected to be found at their respective homes, physician's office, hospital, or enroute to one or the other of these locations.

Section 8: An employee who has accumulated the maximum sick leave accrual and who does not use any sick leave in a six month period will be entitled to 1/2 day (4 hours) of additional vacation. These vacation days to be scheduled on the same basis as regular vacation. The maximum number of additional vacation days that can be earned in one year is 1 day.

ARTICLE XI - OTHER LEAVES OF ABSENCE

Section 1: Jury Leave: Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employee shall be paid their straight time hourly rate for all assigned work time lost up to forty (40) hours per week. An employee shall submit certification of jury service and shall assign to the employer all remuneration received for this service. When relieved from jury duty during working hours, the employee shall report to work within one (1) hour.

Section 2: Bereavement Leave: Full-time employees will be eligible for paid leave of absence for compensable work days in the event of death in the immediate family in the amount of three (3) days. Immediate family shall be defined as spouse, child, grandchild, natural brother and sister or parent. All other bereavement leave of other family relationship shall be in the amount of one (1) paid day of absence. Any other extraneous circumstances shall be individually negotiated with the employer. Vacation leave of absence may be taken in lieu of negotiation. One-half (1/2) day of paid leave will be allowed if an employee acts as pallbearer at a funeral.

Section 3: Employees will be eligible for Family and Medical Leave according to the provisions of the County's Policy. It is understood that any areas that are mandatory topics of bargaining will need to be negotiated prior to implementation or revision of the policy.

ARTICLE XII - PROBATIONARY PERIOD & SENIORITY

Section 1: A new employee shall serve a probationary period of six (6) months. Upon completion of the probationary period and satisfactory employment, they shall be advanced in pay to the next higher rate. They may be terminated during the probationary period for any reason without recourse to the grievance procedure.

Section 2: Seniority will be the length of continuous employment with the Secondary Road Department since the last date of hire and shall be a factor in staff reduction and recall.

ARTICLE XIII - DISCHARGE AND DISCIPLINE

A. The County agrees promptly upon discharge or discipline of an employee to notify in writing the steward in the department of the discharge or discipline.

B. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward. Upon request, the Department Head or his designated representative will discuss the discharge or discipline with the employee alone or together with the steward.

C. In imposing any discipline on a current charge other than charges of drinking and accidents caused through the operation of the County's vehicle, the County will not take into account any prior infractions which occurred more than two (2) years previously.

D. Disciplinary action or measures may only be imposed upon an employee for just cause, and shall include only the following:

- Oral reprimand
- Written reprimand
- Conference with employee and Supervisor
- Suspension (notice given in writing)
- Discharge

The County will normally follow a progressive discipline policy. However, this should not be construed as preventing the County from taking disciplinary action against an employee that the County deem appropriate.

E. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure, including the arbitration step, if deemed necessary.

ARTICLE XIV - SAFETY RULES

Employees shall observe all rules and regulations established by the County for the protection of life, limb, and health and for preservation of County property.

ARTICLE XV - WORK RULES

The County will provide the Employee Organization written work rules affecting employees covered by this Agreement, and will provide twenty (20) days written notice of any change in the work rules.

ARTICLE XVI - WAGES AND CLASSIFICATIONS

Section 1: Wages

It is agreed between the parties that the following wage rates will be paid according to the job classification and will be effective June 26, 2004 through June 25, 2007.

	Eff. 6-26-07	Eff. 6-26-08	Eff. 6-26-09
Mechanic I-----	16.31-----	17.03-----	17.60
Mechanic II-----	16.47-----	17.19-----	17.76
Mechanic III-----	16.63-----	17.35-----	17.92
Equipment Operator I-----	15.48-----	15.95-----	16.52
Equipment Operator II-----	15.65-----	16.12-----	16.69
Equipment Operator III-----	15.81-----	16.28-----	16.85
Assistant Foreman-----	16.08-----	16.55-----	17.12
Probationary Employee-----	14.72-----	15.19-----	15.76

Section 2: Bargaining unit employees will be notified of job vacancies before the vacancy is filled. Current employees will be given first consideration before hiring from the outside.

Section 3: Longevity

<u>Years of Service</u>	<u>Cents per Hour</u>
After 5 years	05
After 10 years	10
After 15 years	15
After 20 years	20
After 25 years	25
After 30 years	30

Longevity pay will be implemented on July 1 following the employee's anniversary date. For example, an employee with at least 10 years of service on July 1, 2007 will be eligible for 10 cents per hour effective July 1, 2007. An employee who reaches his 10th year anniversary on October 1, 2007 will not be eligible for 10 cents longevity until July 1, 2008.

ARTICLE XVII - PYRAMIDING

Section 1: The County shall not be required to pay overtime twice for the same overtime hours worked.

Section 2: For purposes of overtime computation, holidays, vacation, sick leave, funeral leave, jury duty, and other absences from duty on active pay status, shall not be considered as time worked.

ARTICLE XVIII - ENTIRE AGREEMENT AND WAIVER CLAUSE

A. This Agreement supersedes and cancels all previous agreements and practices between the County and the Employee Organization, unless expressly stated to the contrary herein, and together with the concurrent letters of understanding, supplemental hereto constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and Employee Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XIX - NONDISCRIMINATION

Section 1: The employer and the union will not discriminate against any employee member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Union, participating in any activities of the Union, including collective negotiations with the County or institution in good faith of any grievance under this agreement, with respect to the terms or conditions of employment.

This agreement and the rates of pay, hours and terms and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious, or unjustly discriminatory without regard to race, creed, color, national origin, age, sex, or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications; and without regard to the exercise of the right of political expression protected by the law, when acting in a private capacity as a citizen.

Section 2: Employees are free to join or to refrain from joining any employee organization.

Section 3: Both parties agree to exclude from the grievance procedure or grievance arbitration any claim of alleged violation of a contractual anti-discrimination clause while the same manner is being pursued in the courts, or with governmental agencies, such as the Equal Opportunity Commission (EEOC), PERB, or other similar agencies.

ARTICLE XX - SAVINGS CLAUSE

Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXI - DEFINITION OF GRIEVANCE

A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving interpretation or application of a specific term or provision of this Agreement. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this

Agreement, or by statute or administrative procedures applicable to the County, shall not be considered contract grievances. An employee may represent himself, or may be represented by or accompanied by a representative of the Employee Organization during Steps One through Four. Grievances as herein defined, shall be processed in the following manner:

Procedures:

The investigation or processing of a grievance by the Employee Organization representatives shall be carried out in a manner which does not interfere with normal operation of the Secondary Road Department by first obtaining permission of the immediate supervisors. If the grievance is to be investigated or processed during regular working hours, such permission shall not be reasonably withheld. The Employee Organization shall have no more than two members investigating or processing a single grievance. Time spent by the Employee Organization representatives on a single complaint shall be without pay unless permission is requested from his immediate supervisor in advance, and such permission shall not be unreasonable withheld.

Time Limits:

If a grievance is not presented within the time limits set for below, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the Employee Organization may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the County and Employee Organization involved in each step. After Step Three, the parties move to arbitration. More than one grievance may be heard by the same arbitrator only by mutual written agreement of the parties. The term "working day" as used in this Article shall mean the days Monday through Friday inclusive.

Step One:

Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with his immediate supervisor. The grievance shall be discussed orally in Step One, but the grievant shall cite the provisions of this agreement allegedly violated. Step One must be taken within five (5) working days of the incident complained of.

The immediate supervisor shall have five (5) working days to investigate the grievance and respond to it.

Step Two:

If the disposition of the grievance in Step One is not satisfactory to the grievant, he shall make a written report on a copy of the grievance form attached to his agreement, and submit it to the Department Head within five (5) working days after the response from his immediate supervisor. The supervisor shall supply the Department Head with a written report within five (5) working days of the receipt of grievant's written complaint. The Department Head shall schedule a conference with the grievant and his supervisor within five (5) days of receipt of the complaint and the supervisor's written report. Following the aforesaid conference, the Department Head shall investigate the grievance, and respond to it in writing, sending a copy to the grievant within five (5) days.

Step Three:

If the disposition of the grievance in Step Two is not satisfactory to the grievant, he shall submit an appeal in writing to the Board of Supervisors, or its designated representative within five (5) working days. The Board of Supervisors, or its designated representative shall, within ten (10) working days make an investigation, discuss the grievance with the grievant, and respond in writing, sending a copy to the grievant.

Step Four:

Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fifteen (15) working days after the date of the Board's answers in Step 3.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date of the alleged violation of the Agreement.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. A coin toss will determine which party strikes first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to the arbitrator in writing by the County and the Employee Organization and shall have no authority to make his/her decision on any other issue not so submitted to the arbitrator. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing the decision within (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretations of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The arbitrator's decision will be final and binding on both parties.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the compensation for personal services that he/she has received from any source during said period.

No decision of an arbitrator or of the County in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearing except by mutual agreement between the parties.

All grievance and arbitration meetings under the Article are to be held in private and are not open to the public.

ARTICLE XXII – DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2007 and shall continue to remain in full force and in effect until June 30, 2010.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party prior to October 1, 2009.

FOR THE EMPLOYER:
Kossuth County

FOR THE UNION:

Jack Platter Vice Chair
CHAIRMAN, KOSSUTH COUNTY
BOARD OF SUPERVISORS

Rich Lane
INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 234

January 2, 2007
DATE

1-3-2007
DATE

LETTER OF UNDERSTANDING

The undersigned parties hereby agree that for the months of June, July and August of 2007, 2008, 2009 the work hours for employees, except in an emergency, shall be ten (10) hours per day for four (4) days per week, generally Monday through Thursday of each week. Hours for the modified workday shall be from 6:30 a.m. to 5:00 p.m. with half (1/2) hour off for lunch.


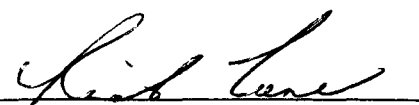
Overtime shall be paid for all hours worked in excess of ten (10) hours in a work day or forty (40) hours in a work week.

If a holiday falls on a Friday or Saturday the holiday will be observed on Friday and the regular full time employees shall be paid at their straight time rate for eight (8) hours. The employees shall work the preceding four (4) days for a full ten hours per day and shall be paid a total of forty-eight (48) hours of straight time for the work week without increase of overtime except for hours in excess of ten (10) per day or forty-eight (48) per work week.

If a holiday falls on a Sunday the holiday shall be observed on the following Monday and shall be paid at eight (8) hours straight time. The employees shall work the following three (3) days for a full ten (10) hours per day and shall be paid thirty-eight (38) hours of straight time without increase of overtime except for hours worked in excess of ten (10) per day or thirty-eight (38) per work week.

If a holiday falls during the work week, (Monday thru Thursday) the employees shall work the remaining three (3) days for a full ten (10) hours per day and shall be paid thirty-eight (38) hours of straight time without increase of overtime except for hours worked in excess of ten (10) per day or thirty-eight (38) per work week

Sick leave shall be accrued at one (1) day per month in accordance with this letter and sick leave accrued and taken shall be for one (1) ten (10) hours work day. Days accrued and unused during the period of June, July, and August of 2007, 2008, 2009 shall be carried over a normal accrued sick leave of eight (8) hours per day, as if accrued during an eight (8) hour work day.

 JACK PLATH KOSSUTH COUNTY BOARD OF SUPERVISORS	 RICK LANE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 234
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January 2, 2007
DATE

1-3-2007
DATE

HEALTH INSURANCE LETTER OF UNDERSTANDING

The County has purchased a Wellmark Self Funded Plan. However, benefits levels, with the exception of the medical deductible, will be equivalent to the present benefit levels of ISAC Plan 8. The employee is responsible for the following deductibles, co-pays and out-of-pocket maximums:

Medical deductible:	\$250 (single); \$500 (family)
Medical out-of-pocket maximums:	\$1000 (single); \$2000 (family)
Prescription drug deductibles:	\$50 (single); \$100 (family)
Prescription drug co-pays:	\$10.00 generic; \$20.00 name brand; \$45.00 non-formulary
Prescription drug Out-of-pocket maximums	\$1000 (single); \$2000 (family)

Employees may submit EOB forms for reimbursement of medical (excludes prescriptions and co-payments) deductible amounts above \$250 (single) or \$500 (family).

ADMINISTRATION OF CO-INSURANCE

In order to provide the excellent deductible reimbursement coverage at an economic reasonable rate and to assist in the administration of the deductible reimbursement plan, each employee receiving medical health coverage will be required to provide to the county information relative to any medical health insurance coverage under the Wellmark BCBS Alliance Select Plan. The employee will be required to furnish this information on a form provided by the county and will be responsible for the accuracy of the information.

This form must be completed and be on file with the administrator before any deductible reimbursements are made. The employee shall be responsible to notify the county administrator of any change of the information listed on the form.

This letter of understanding shall run concurrently with the 2007-2010 collective bargaining agreement.

Josh Pluth
KOSSETH COUNTY BOARD
OF SUPERVISORS

Jim Lane
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 234

January 2, 2007
DATE

1-3-2007
DATE